



00122007201600064730060064

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk



After recording return to:
City of Newport
169 SW Coast Highway
Newport, OR 97365

CITY OF NEWPORT, OREGON PUBLIC UTILITY EASEMENT

Newport Marine Company, hereinafter referred to as "Grantor", owns the real property described below and does hereby give and grant unto the City of Newport, an Oregon Municipal Corporation of Lincoln County, Oregon, hereinafter referred to as "Grantee", an exclusive, perpetual easement for public utilities, including the right to lay, construct, and maintain a **storm sewer**, and all related appurtenances, hereinafter referred to as "Public Utility", to be constructed and located on, across, under or over the surface of the following described real property:

See EXHIBIT A

This is intended to exclude all other below-surface installations, except as may be specifically approved by the City.

City and its contractors, subcontractors, agents or employees shall have the right to enter and occupy the easement for the purpose of constructing the Public Utility, to permanently operate and maintain the Public Utility, to inspect, repair, replace, remove or renovate the Public Utility.

Grantor shall be responsible for landscape and surface maintenance within the easement. In carrying out this responsibility, Grantor agrees not to plant any tree, shrub or plant within the Public Utility easement, nor build any structure or place any fence in the easement without first obtaining written permission from City. Balm, poplar, locust, cottonwood or willow trees should not be planted near the Public Utility easement. It is understood that the City may remove any physical obstructions including buildings, fences, trees, or shrubbery, and abate any use of the easement if City finds that the physical obstruction or use will interfere with the Public Utility or City's easement rights granted above, without recompense to the Grantor.

Grantor and City intend that this easement bind Grantor, his or her heirs, successors and assigns. This easement will not be considered abandoned until City has declared the easement abandoned and no longer in use by City, and releases this easement in a duly executed and recorded Release of Easement.

In addition to all other remedies allowed by law, Grantee, its successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this easement against Grantor. If Grantee is required to bring suit or action to enforce the terms of

this easement, Grantee shall be entitled to recover from Grantor such sums that the court may adjudge reasonable as attorney fees and costs in such suit or action, or upon appeal.

The true and actual consideration for this easement is \$ 0.00.

DATED this 20 day of June, 2016.

Newport Marine Company LLC
by Clyde A Hamstreet
Owner Managing Member

STATE OF OREGON)

County of Lincoln) ss

Personally appeared before me this 20 day of June, 2016 the above

named Clyde A Hamstreet.



Katherine M Million
Notary Public for Oregon

ACCEPTANCE OF EASEMENT

The City of Newport, Oregon, does hereby accept the above-described Public Utility

Easement this 20 day of June, 2016.

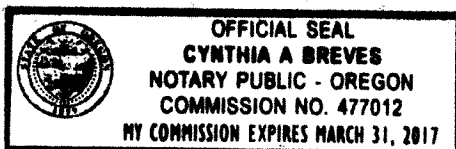
Spencer Nebel
Spencer Nebel, City Manager

STATE OF OREGON)

County of Lincoln) ss:

This instrument was acknowledged before me on the 20 day of June,

2016 by Spencer Nebel as City Manager of the City of Newport.



Cynthia A Breves
Notary Public for Oregon

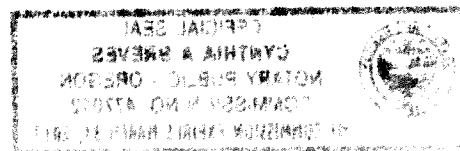
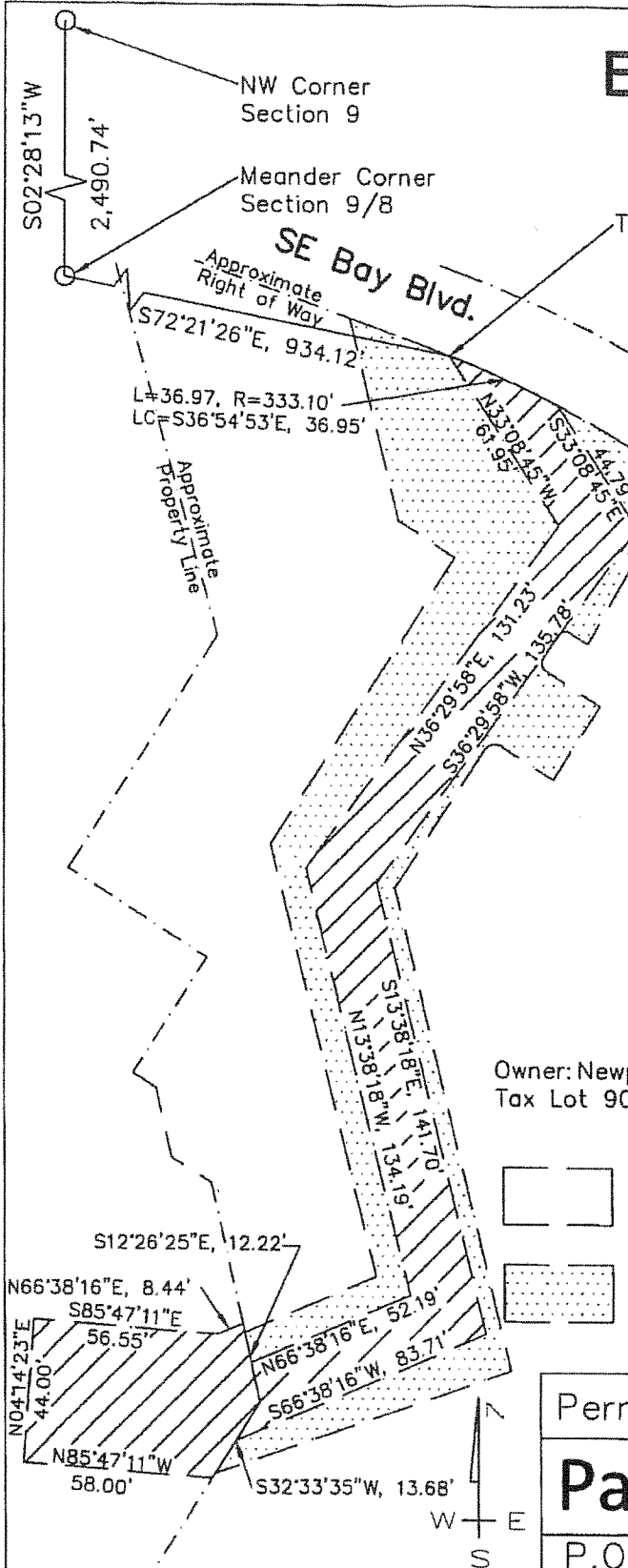


Exhibit Sketch Map

Located at:
Section 9, Township 11 South, Range 11 West, W.M.
City of Newport, Lincoln County, Oregon

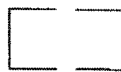


Parcel 1-Permanent Storm Drain Easement-

Beginning at the northwest corner Section 9 Township 11 South, Range 11 West, W.M.; thence South 02°28'13" West, 2490.74' to the Meander Corner between Sections 9/8; thence South 72°21'26" East, 934.12' to a point on the south line of SE Bay Blvd. and the True Point of Beginning; thence along the arc of a 333.10 foot radius curve to the right (the long chord of which bears South 65°54'53" East, 36.95') 36.97'; thence South 33°08'45" East, 44.79'; thence South 36°29'58" West, 135.78'; thence South 13°38'19" East, 141.70'; thence South 66°38'16" West, 83.71'; thence South 32°33'35" West, 13.68'; thence North 85°47'11" West, 58.00'; thence North 04°14'23" West, thence North 04°14'23" East, 44.00'; thence South 85°47'11" East, 56.55'; thence North 66°38'16" East, 8.44'; thence South 12°26'25" East, 12.22'; thence North 66°38'16" East, 52.19'; thence North 13°38'18" West, 134.19'; thence North 36°29'58" East, 131.23'; thence North 33°08'45" West, 61.95' to the point of beginning.

The area to which this description applies is 10,730± Sq. Ft.

Owner: Newport Marine Co. Part.
Tax Lot 90000 11-11-09cb



Parcel 1-
Permanent Storm
Drainage Easement



Parcel 2 - Temporary
Construction Easement
See Sketch 2 of 2

REGISTERED
PROFESSIONAL
LAND SURVEYOR

John R. Pariani
OREGON

Permanent Storm Drain Easement

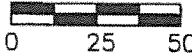
Pariani Land Surveying

P.O. Box 551

Shady Cove, OR 97539

541-890-1131

This sketch map is based upon record information and found monuments, but is not the result of a boundary survey. Property lines are approximate only. Basis of bearing is filed survey 19803.



May 16, 2016

1" = 50'

2012-095

1 of 2

AFTER RECORDING RETURN TO:
CITY OF NEWPORT
169 SW COAST HIGHWAY
NEWPORT, OR 97365

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

1. PARTIES:

Name: Newport Marine Company,
Address: 11395 SW Riverwood Portland, Oregon 97219, hereinafter referred to as "Grantor".

CITY OF NEWPORT, an Oregon Municipal Corporation, 169 SW Coast Highway, Newport, Oregon, 97365, hereinafter referred to as "Grantee".

2. AFFECTED PROPERTY:

Grantor is currently the owner of the following described real property (property) located in Lincoln County, Oregon at:

See Exhibit A

3. GRANT OF EASEMENT:

Grantor does hereby grant unto the Grantee, its successors and assigns, and Grantee hereby accepts, a Temporary Construction Easement upon a portion of Grantor's property as shown in the map attached as EXHIBIT "A" incorporated herein.

4. STATEMENT OF PURPOSE:

The easement described above shall be used to construct a storm sewer drain pipe supporting the adjacent storm sewer improvements and for unrestricted ingress and egress to Grantor's property for the purpose of constructing the storm sewer and all related facilities.

5. TYPE OF EASEMENT:

The easement described above shall be non-exclusive except that Grantee shall have the exclusive right to construct the storm sewer and all related facilities within the easement. Grantor may use the surface of the easement provided such use does not interfere with Grantee's rights contained in this easement. Grantor shall not permit any other use or utilities to be located in the easement without the written consent of Grantee. Approved uses within the easement area shall consist of, but are not limited to, paved driveway or parking areas, trails, paths, or other uses that will not affect the ability of the City to access the construction areas. Prohibited uses shall consist of, but are not limited to, buildings, structures, or any excavation or alteration of the earth slope. The easement shall perpetually encumber the property.

6. MAINTENANCE:

Grantee shall be responsible for the maintenance of the storm sewer located within the easement. Grantor shall be responsible for landscape and surface maintenance within the easement. Grantee's use of the easement shall not unreasonably interfere with Grantor's use of its property.

7. INDEMNIFICATION:

The Grantee does hereby agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from any claim of liability or any other claim involving the slope, or arising out of the Grantee's use of the easement described above, unless caused by Grantor's negligent or willful conduct or Grantor's failure to fulfill its maintenance obligations as set forth in Paragraph 6 above.

8. REMEDIES:

In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this agreement.

9. BINDING EFFECT ON SUCCESSOR INTERESTS:

The terms, conditions and provisions of this agreement shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.

10. ATTORNEY FEE:

In case suit or action is instituted in connection with this agreement, the prevailing party shall be entitled to recover from the losing party such sums as the court may adjudge reasonable as attorney fees and costs in such suit or action, or upon appeal.

DATED this 20 day of June, 2016.

GRANTOR: Newport Marine Co. LLC

By: [Signature]

MANAGING MEMBER

GRANTEE:

By: [Signature]

Spencer Nebel, City Manager
CITY OF NEWPORT

STATE OF Oregon)
) ss.
County of Lincoln)

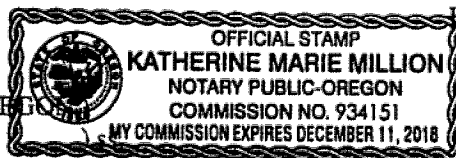
Personally appeared before me this 20 day of June, 2016,

Clyde A Hamstreet, managing member or Newport Marine Co LLC, and

acknowledged the foregoing instrument to be his/her and Newport Marine Co LLC's voluntary act and deed.

STATE OF OREGON

County of Lincoln)



By: [Signature]

Notary Public for: State of Oregon
My Commission expires: 12/11/18

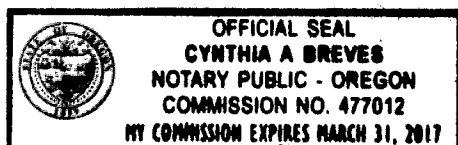
Personally appeared before me this 20 day of June, 2016,

, City Manager for the CITY OF NEWPORT and acknowledged the

foregoing instrument to be his/her and the CITY OF NEWPORT's voluntary act and deed, and accepted the easement on behalf of the CITY OF NEWPORT.

By: [Signature]

Notary Public for Oregon
My Commission Expires: March 31, 2017



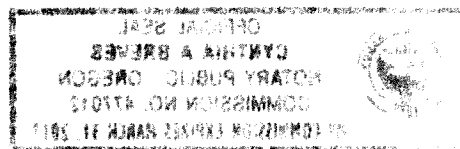
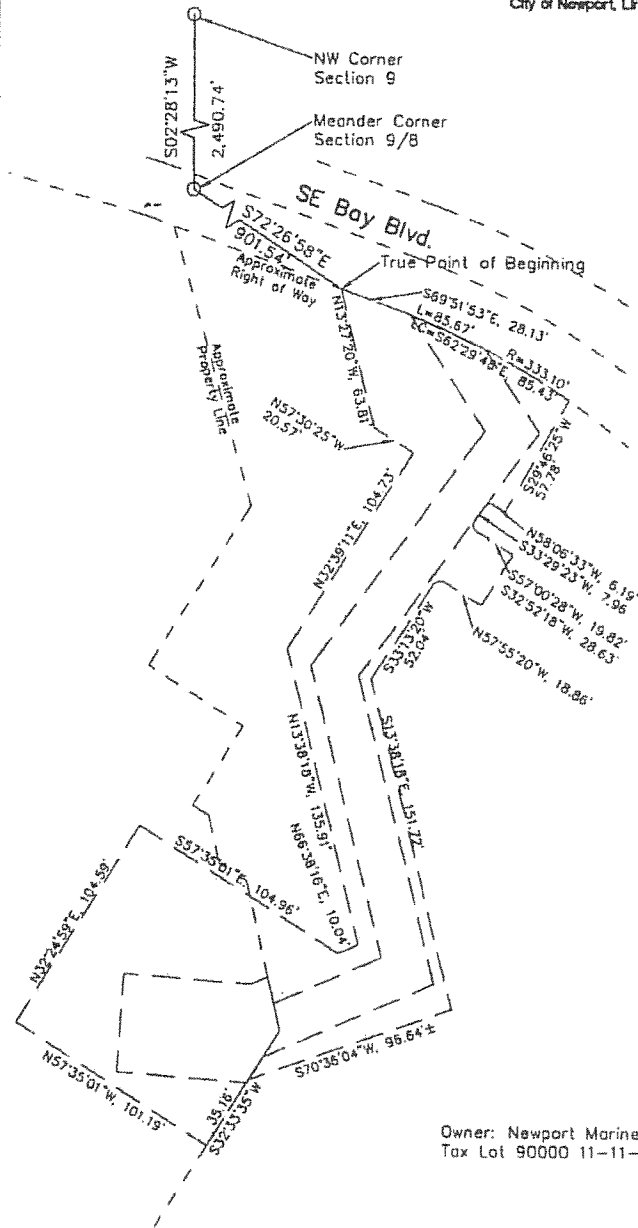


Exhibit Sketch Map

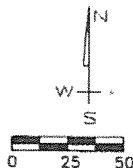
Located at:
Section 9, Township 11 South, Range 11 West, W.M.
City of Newport, Lincoln County, Oregon



Parcel 2: Temporary Construction Easement -
The following is a description for a temporary construction easement:
Beginning at the northwest corner of Section 9, Township 11 South, Range 11 West, W.M.; thence South 02°28'13" West, 2490.74' to the Meander Corner between Sections 9/8; thence South 72°26'58"E, 901.54' to a point on the southerly line of SE Bay Blvd and the True Point of Beginning, thence South 69°51'53" East, along said southerly line, 28.13' to a point of beginning, thence along the arc of a 333.10 foot radius curve to the right, (the long chord of which bears South 62°29'48" East, 85.43') 85.67'; thence leaving said southerly line South 29°46'25" West, 57.78'; thence North 58°06'33" West, 6.19'; thence along the arc of a 3.00 foot radius curve to the left (the long chord of which bears South 77°46'25"W, 4.18') 4.62'; thence South 33°29'23" West, 7.96'; thence along the arc of a 3.00 foot radius curve to the left (the long chord of which bears South 11°40'32" East, 4.27') 4.75'; thence South 32°52'18" West, 28.63'; thence North 57°55'20" West, 18.86'; thence along the arc of a 4.00 foot radius curve to the left (the long chord of which bears South 77°39'00" West, 5.60') 6.20'; thence South 33°13'20" West, 52.04'; thence South 13°38'18" East, 151.72'; thence South 70°36'04" West, 96.64'; thence North 32°33'35"E, 35.16'; thence North 57°35'01" West 101.19'; thence North 32°24'59" East, 104.59'; thence South 57°35'01" East, 104.96'; thence North 86°38'16" East, 10.04'; thence North 13°38'18" West, 135.91'; thence North 32°39'11" East, 104.73'; thence North 57°30'25" West, 20.57'; thence North 13°27'20" West, 53.81' to a point on the south line of SE Bay Blvd and the point of beginning.

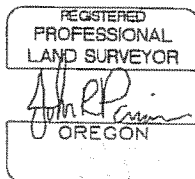
The area of which this description applies contains 27,407± square feet, of which 10,730± square feet are within Parcel 1- Permanent Storm Drain Easement.

Owner: Newport Marine Co. Partnership
Tax Lot 90000 11-11-09cb



- ☐ Parcel 2 - Temporary Construction Easement
- ☐ Parcel 1- Permanent Storm Drainage Easement See Sketch 1 of 2

This sketch map is based upon record information and found monuments, but is not the result of a boundary survey.
Basis of bearing is filed survey 19803.



Temporary Construction Easement
Pariani Land Surveying
P.O. Box 551
Shady Cove, OR 97539
541-890-1131